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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----)	
In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
)	
Debtors.)	Jointly Administered
-----)	

**NOTICE OF FILING OF COMPLETE ASSUMPTION SCHEDULE
CONSTITUTING EXHIBIT 1 OF THE PLAN SUPPLEMENT**

IF YOU ARE A COUNTERPARTY TO ANY OF THE CONTRACTS LISTED ON EXHIBIT 1 HERETO, YOU ARE RECEIVING THIS NOTICE BECAUSE THE PLAN PROPOSERS HAVE DESIGNATED AN EXECUTORY CONTRACT OR UNEXPIRED LEASE TO WHICH YOU ARE A PARTY FOR ASSUMPTION. PLEASE READ THIS NOTICE AND THE ATTACHED DOCUMENTS CAREFULLY AS YOUR RIGHTS ARE AFFECTED. THE PLAN PROPOSERS ENCOURAGE PARTIES IN INTEREST TO REVIEW SUCH DOCUMENTS IN THEIR ENTIRETY AND CONSULT AN ATTORNEY IF THEY HAVE QUESTIONS OR SEEK ADVICE.

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. By Order dated August 23, 2013 [Docket No. 4809] (the “Disclosure Statement Approval Order”), the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) approved the Disclosure Statement for the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors*, dated August 23, 2013 (including all exhibits thereto, the “Disclosure Statement”), for the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors*, dated August 23, 2013 (as may be modified or amended, the “Plan”),¹ as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”).

2. On October 29, 2013, pursuant to the Plan and authority provided by the Disclosure Statement Approval Order, Residential Capital, LLC and its debtor subsidiaries, as debtors in possession (collectively, the “Debtors”), and the Official Committee for Unsecured Creditors (the “Creditors’ Committee” and together with the Debtors, the “Plan Proponents”) filed a schedule of Executory Contracts and Unexpired Leases to be assumed and assigned by the respective Debtors pursuant to the Plan and assigned to the Liquidating Trust, and certain contracts and leases entered into by the Debtors after the Petition Date [Docket No. 5546] (as may be modified or supplemented, the “Assumption Schedule”). On November 12, 2013, the Plan Proponents filed a supplement to the Assumption Schedule. In the Notices of the Assumption Schedule, the Plan Proponents expressly reserved the right to amend, modify, and/or supplement the Assumption Schedule to, among other things, add or remove any specified contract or unexpired lease from the Assumption Schedule or alter any of the information contained therein.

3. The Plan Proponents hereby file the final form of the Assumption Schedule as Exhibit 1 of the Plan Supplement, annexed hereto, reflecting previous supplements, modifications, and discussions with non-Debtor counterparties. Exhibit 1 lists Executory Contracts, Unexpired Leases and certain postpetition contracts, and includes (a) the name of the non-Debtor counterparty, (b) the legal description of the Executory Contract or Unexpired Lease to be assumed, and (c) the proposed amount of an associated Cure Claim, if any. A blackline of Exhibit 1, reflecting any and all additions, modifications and/or supplements made to the Assumption Schedule filed on October 29, 2013, the date of its original filing, is appended hereto as Exhibit 2. Such supplemented and/or modified information is bolded and highlighted on Exhibit 2. The assumption of Assumed Agreements under the Plan shall include the vesting of such contracts in the Liquidating Trust. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumption, assignment, and vesting.

4. Unless otherwise specified, each contract or unexpired lease comprising Exhibit 1 shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such contract or unexpired lease, without regard to whether such agreement, instrument or other document is listed thereon.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms as set forth in the Disclosure Statement Approval Order or the Plan, as applicable.

5. Pursuant to Article V.A. of the Plan, any removed Executory Contracts or Unexpired Leases from the Assumption Schedule shall be deemed rejected as of the Effective Date. Counterparties to such contracts and leases must file any claims for rejection damages by the Rejection Damages Claim Bar Date or such claims shall be automatically disallowed, forever barred from assertion, and shall be unenforceable against the Debtors, the Liquidating Trust, or their assets or properties without the need for any further notice to, or action, order, or approval of, the Bankruptcy Court.

6. Neither the exclusion nor inclusion of any contract or unexpired lease on the Assumption Schedule, nor anything contained in the Plan or each Debtor's Schedules, shall constitute an admission that any such contract or lease is or is not in fact an Executory Contract or Unexpired Lease capable of assumption, that any Debtor has any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement.

7. **THE ASSUMPTION SCHEDULE INCLUDES EXECUTORY CONTRACTS AND UNEXPIRED LEASES THAT MAY BE ASSUMED. THE PLAN PROPONENTS (IF PRIOR TO THE EFFECTIVE DATE OF THE PLAN) AND THE LIQUIDATING TRUST (IF FOLLOWING THE EFFECTIVE DATE) EXPRESSLY RESERVE THEIR RIGHTS UNDER THE PLAN TO (A) REMOVE ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE FROM THE ASSUMPTION SCHEDULE AND REJECT AN EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE TERMS OF THE PLAN AND (B) CONTEST ANY CLAIM (INCLUDING CURE CLAIMS) ASSERTED IN CONNECTION WITH ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE.**

8. The Debtors, prior to the Effective Date, and the Liquidating Trust, following the Effective Date, hereby reserve all of their rights to dispute the validity, status or enforceability of any contract, agreement, or lease set forth on the Assumption Schedule that may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letter and other documents, instruments, and agreements which may not be listed therein. Certain of the unexpired leases and executory contracts listed on the Assumption Schedule may contain certain renewal options, guarantees of payment, options to purchase, rights of first refusal, and other miscellaneous rights which are not specifically set forth on the Assumption Schedule. The Debtors, prior to the Effective Date, and the Liquidating Trust, following the Effective Date, reserve all rights with respect to the same, notwithstanding their omission from the Assumption Schedule.

9. **ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE PLAN OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR COMPOSITION OR OTHER BANKRUPTCY-RELATED DEFAULTS, ARISING UNDER ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE THE DEBTORS OR THE LIQUIDATING TRUST ASSUME SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED**

SHALL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT.

10. The rejection of any Executory Contract or Unexpired Lease pursuant to the Plan shall not constitute a termination of pre-existing obligations owed to the Debtors under such Executory Contract or Unexpired Lease. Notwithstanding any applicable non-bankruptcy law to the contrary, the Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a non-Debtor party to provide, warranties, indemnifications or continued maintenance obligations on goods previously purchased, or services previously received, by the contracting Debtors from non-Debtor parties to such rejected contracts or leases, and any such rights will vest in the Liquidating Trust.

11. The Plan Proponents reserve the right to alter, amend, modify or supplement the Assumption Schedule, as provided by the Plan.

12. Copies of the Plan, the Disclosure Statement, the Disclosure Statement Approval Order, and the Assumption Schedule can be viewed and obtained for a fee via PACER at www.pacer.gov or (without charge) on the Debtors' restructuring website at www.kccllc.net/rescap.

Dated: December 6, 2013
New York, New York

/s/ Lorenzo Marinuzzi

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